

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

CHS/COMMUNITY HEALTH SYSTEMS, INC., and TRIAD HEALTHCARE CORPORATION,	)	Civil Action No.: 3:11-cv-0449 JTN/JEG
	)	
	)	Consolidated with Civil Action No. 3:12-cv-0248
	)	
Plaintiffs,	)	<b>Hon. Judge John T. Nixon</b>
	)	<b>Hon. Magistrate Judge Juliet E. Griffin</b>
v.	)	
	)	
LEXINGTON INSURANCE COMPANY, and IRONSHORE SPECIALTY INSURANCE COMPANY,	)	Jury trial requested
	)	
	)	
Defendants,	)	
	)	
and	)	
	)	
QUORUM HEALTH RESOURCES, LLC	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
LEXINGTON INSURANCE COMPANY, and IRONSHORE SPECIALTY INSURANCE COMPANY	)	
	)	
	)	
Defendants.	)	
	)	

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**AGREED ORDER**

Upon the agreement of Plaintiff Quorum Health Resources, LLC (“QHR”) and Defendant Ironshore Specialty Insurance Company (“Ironshore”), as evidenced by the signatures of their counsel below, the Court finds as follows:

In order to resolve a portion of the discovery dispute pending before this Court, Plaintiff QHR and Defendant Ironshore agree as follows:

1. QHR withdraws the written discovery propounded on Ironshore on or about June 4, 2014. Should QHR amend its complaint to allege bad faith claims against Ironshore, QHR may thereafter reinstate this written discovery. Ironshore reserves all rights to object to, or seek a protective order against, such discovery, except that Ironshore expressly agrees not to contend that such discovery is untimely on the basis of the Court's February 14, 2014 Scheduling Order.

2. QHR withdraws deposition subject nos. 37 through 54, inclusive, under Attachment A to the 30(b)(6) deposition notice served on or about June 6, 2014. Should QHR amend its complaint to allege bad faith claims against Ironshore, QHR may thereafter re-notice a 30(b)(6) deposition on the withdrawn subjects. Ironshore reserves all rights to object to, or seek a protective order against, such notice or deposition, except that Ironshore expressly agrees not to contend that such notice or deposition is untimely on the basis of the Court's February 14, 2014 Scheduling Order.


3. QHR and Ironshore agree that Ironshore's (1) Opposition to QHR's Motion for Leave to Propound Additional Interrogatories and (2) Opposition to QHR's Motion to Modify Scheduling Order and Request to Preclude QHR from Obtaining Bad Faith Discovery from Ironshore, both filed with the Court on June 30, 2014, are hereby moot and need not be considered by the Court.

4. QHR and Ironshore agree that July 23, 2014 remains the deadline for these parties to conduct discovery as between themselves, including depositions, with the exception of moving to compel responses to any discovery served prior to this cutoff date and obtaining supplemental responses or answers if such motion is granted, and with the exception of any discovery relating to any bad faith claims that may be filed by QHR against Ironshore, should QHR do so in the future. This deadline does not apply to any depositions that commence on or

before July 23, 2014, but are not completed by that date.

It is therefore ORDERED.

Entered this 7<sup>th</sup> day of July, 2014.

  
MAGISTRATE JUDGE JULIET GRIFFIN

Approved as to Form:

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Attorneys for Defendant Ironshore Specialty  
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### **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been electronically delivered to David E. Wood and John Corbett, Anderson, Kill, 864 East Santa Clara Street, Ventura, CA 93001; Floyd D. Wilson, Myers, Oliver & Price, P.C., 1401 Central Avenue, NW, Albuquerque, NM 87104; Douglas W. Langdon and J. Kendrick Wells, Frost Brown Todd, LLC, 400 West Market Street, Suite 3200, Louisville, Kentucky 40202-3363, and Jason M. Bergeron, Frost Brown Todd, LLC, 150 3rd Avenue South, Suite 1900, Nashville, Tennessee 37201, Attorneys for Defendant Lexington Insurance Company; Joshua Rogers and Steven Plitt, Kunz, Plitt, Hyland & Demlong, 3838 N Central Avenue, Suite 1500, Phoenix, AZ 85012; Andrea McKellar, Lyndsay Smith Hyde, McKellar Hyde, PLC, 411 Broadway, Suite 302, Nashville, TN 37203, and David M. Gische, Clarence Y. Lee, Thomas Hay, Troutman Sanders, LLP, 401 Ninth Street, NW, Washington, D.C. 20004, Attorneys for Ironshore Specialty Insurance Company; Edward Russell, Wilson & Associates, PLLC, 8 Cadillac Dr., Suite 120, Brentwood, TN 37027, Barney Given, Jean Wanlass, Loeb & Loeb LLP, 10100 Santa Monica Blvd., Suite 2200, Los Angeles, CA 90067, George Nolan, Leader, Bulso & Nolan, PLC, 414 Union St., Suite 1740, Nashville, TN 37219, and Lisa Curtis, Curtis & Lucero, 301 Gold SW, Suite 201, Albuquerque, NM 87102, Attorneys for United Tort Claimants, on this 22<sup>nd</sup> day of July, 2014.

/s/ Lisa M. Carson  
Lisa M. Carson